

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.**

THE UNION OF UNION STAFF

Respondent

and

Case 07-CB-079543

SARA VITALE, an Individual

Charging Party

and

SEIU HEALTHCARE MICHIGAN

Party of Interest/Employer

**MOTIONS OF COUNSEL FOR THE ACTING GENERAL COUNSEL TO
TRANSFER CASE AND CONTINUE PROCEEDINGS BEFORE THE BOARD
AND FOR DEFAULT JUDGMENT**

Counsel for the Acting General Counsel, pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations, files these motions because Respondent has failed to comply with the terms of the informal unilateral Settlement Agreement approved by the Regional Director for Region Seven on August 2, 2012. In support, Counsel for the Acting General Counsel states as follows:

1. On July 2, 2012, Respondent executed a Settlement Agreement, which was approved unilaterally¹ by the Regional Director on August 2, 2012. A copy of the Settlement Agreement and Notice to Employees and Members is attached as Exhibit C.

2. The Settlement Agreement required Respondent to, *inter alia*, (1) furnish the Charging Party the information she requested on December 21, 2011 and March 17, 2012, consisting of a copy of her discharge grievance file; and (2) post appropriate notices, and provide signed copies of the notice for posting by the Party of Interest/Employer, if so willing.

3. Under the "Performance" section, the Settlement Agreement contains the following clause concerning noncompliance by Respondent with the agreed upon terms:

[The Charged Party/Respondent] agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the [Charged Party/Respondent], and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the [Charged Party/Respondent], the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The [Charged Party/Respondent] understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue

¹ By letter dated July 24, 2012, the Charging Party was given the opportunity to enter into the Settlement Agreement as executed by the Charged Party/Respondent or, in the alternative, provide written objections to the approval of the Settlement Agreement. The Charging Party did not execute the Agreement, nor did she submit any objections. By letter dated August 2, 2012, the Charging Party was advised of the Regional Director's intention to approve the Settlement Agreement and provided with the opportunity to file an appeal of that decision. No appeal was received. Copies of the July 24 and August 2 letters are attached as Exhibits A and B, respectively.

that may be raised before the Board is whether the [Charged Party/Respondent] defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the [Charged Party/Respondent] on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon [Charged Party/Respondent] at the last address provided to the General Counsel.

4. By letter dated August 22, 2012, Respondent was sent a copy of the approved Settlement Agreement along with a cover letter, advising Respondent to take the steps necessary to comply with the Settlement Agreement. A copy of the August 22 letter is attached as Exhibit D.

5. By letter dated October 29, 2012, the Acting Regional Director notified Respondent that it had not complied with the terms of the Settlement Agreement and advised Respondent of its obligation to provide the requested information and warned that its failure to do so may result in the issuance of a Complaint and the filing of a motion for default judgment. A copy of the October 29 letter is attached as Exhibit E.

6. Respondent has failed to post Notices; failed to provide signed Notices for posting by the Party of Interest/Employer, and has failed to furnish the requested information.

7. On November 30, 2012, the Regional Director for the Seventh Region issued and served on Respondent by certified mail a Complaint in this case. A copy of the Complaint is attached as Exhibit F and a copy of the certification of service is attached as Exhibit G.

8. Under the terms of the Settlement Agreement, and by virtue of Respondent's non-compliance with the Agreement's terms:

- a. the allegations of the Complaint should be deemed admitted as true;
- b. no hearing is necessary on the Complaint;
- c. the motion to transfer this proceeding to the Board and for summary judgment should be granted. See *Interiors for Today*, 338 NLRB 784 (2003); *SAE Young Westmont-Chicago, LLC*, 333 NLRB No. 59 (2001)(not reported in Board volumes); *Ernest Lee Tile Contractors, Inc.*, 330 NLRB No. 61 (2000)(not reported in Board volumes).

9. It is appropriate for the Board to issue a Decision and Order without further proceedings herein providing for the remedy sought in the Complaint.

WHEREFORE, Counsel for the Acting General Counsel respectfully moves as follows:

1. That this case and motions be transferred to the Board and ruled on immediately.

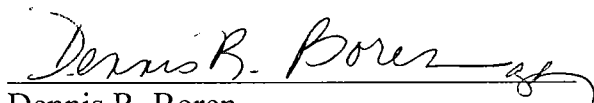
2. That all allegations of the Complaint be deemed to be admitted to be true, and so found by the Board, and that Respondent be found by the Board to have violated Sections 8(b)(1)(A) of the National Labor Relations Act, as amended, without taking evidence in support of the Complaint.

3. That the Board issue a Decision containing findings of fact, conclusions of law and an Order, all consistent with the allegations in the Complaint against Respondent, and the prayer for relief set forth therein.

CONCLUSION

The undersigned respectfully moves that the Board grant the motions and order the relief described herein, as well as such other relief deemed appropriate and necessary.

Dated at Detroit, Michigan this 19th day of December, 2012.

A handwritten signature in black ink, reading "Dennis R. Boren", with a stylized flourish at the end.

Dennis R. Boren
Counsel for the Acting General Counsel
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226-2543

CERTIFICATE OF SERVICE

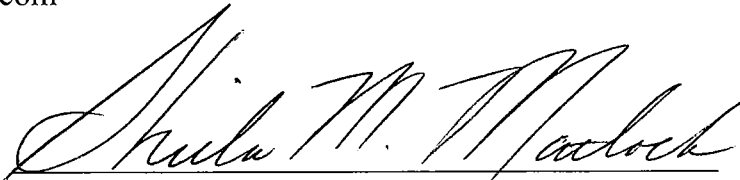
I certify that on the 19th day of December, 2012, I electronically served
copies of Motions of Counsel for the Acting General Counsel to Transfer Case and
Continue Proceeding Before the Board and For Default Judgment to the following
parties of records:

Norman Bomer, Business Agent
The Union of Union Staff
c/o 2604 Fourth Street
Detroit, MI 48201-2546
Email: norman.bomer@seiuhealthcaremi.org

Eric Noyes, Organizing Director
SEIU Healthcare Michigan
2604 4th Street
Detroit, MI 48201-2546
Email: eric.noyer@seiuhealthcaremi.org

Brenda Robinson, Esq.
SEIU Healthcare Michigan
2680 Vulcan Street
Muskegon, MI 49444-2344
Email: Brenda.robinson@seiuhcmi.org

Sara Vitale
1549 Clark Street
Detroit, MI 48209-2136
Email: saravitale@gmail.com


Sheila M. Matlock, Automation Office Assistant



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7

Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226-2543

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

July 24, 2012

Sara Vitale
1549 Clark Street
Detroit, MI 48209-2136

Re: The Union of Union Staff
(SEIU Healthcare Michigan)
Case 07-CB-079543

Dear Ms. Vitale:

Enclosed is an informal settlement agreement in this matter that the Charged Party has signed. This settlement agreement appears to remedy the violations identified by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations.

It is my understanding that until now you have declined to become a party to the settlement agreement. If you wish to join in the settlement, please sign and return the settlement agreement to this office by close of business on July 31, 2012.

If you decide not to join in this settlement, your objections to the settlement agreement and any supporting arguments should be submitted in writing to me by July 31, 2012. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement.

Very truly yours,

Terry Morgan
Regional Director

VCL/lcv

Enclosure

EXHIBIT A



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 MICHIGAN AVE
RM 300
DETROIT, MI 48226-2543

Agency Website: www.nlr.gov
Telephone: (313)226-3200
Fax: (313)226-2090

August 2, 2012

Sara Vitale
1549 Clark Street
Detroit, MI 48209-2136

Re: The Union of Union Staff
(SEIU Healthcare Michigan)
Case 07-CB-079543

Dear Ms. Vitale:

We have carefully investigated and considered your charge that The Union of Union Staff has violated the National Labor Relations Act.

Decision to Approve Settlement Agreement: You were provided with an opportunity to enter into the attached Settlement Agreement or provide written objections to the terms of the Settlement Agreement. You did neither. Accordingly, in view of the terms the Charged Party has agreed to in the attached Settlement Agreement, I have determined that it would not effectuate the purposes of the National Labor Relations Act to institute further proceedings at this time. I am, therefore, approving the Settlement Agreement and refusing to issue a complaint in this matter.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlr.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision to approve the settlement agreement was incorrect.

Means of Filing: An appeal may be filed electronically, by mail, or by delivery service. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax. To file an appeal electronically, go to the Agency's website at www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1099 14th Street, N.W., Washington D.C. 20570-0001. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on **August 16, 2012**. If you file the appeal electronically, we will consider it timely filed if you send the appeal together with any other documents you want us to consider through the Agency's website so the transmission is completed by **no later than 11:59 p.m. Eastern Time** on the due date. If you mail the appeal or send it by a delivery service, it must be received by the Office of Appeals in Washington, D.C.

EXHIBIT B

by the close of business at **5:00 p.m. Eastern Time** or be postmarked or given to the delivery service no later than **August 15, 2012**.

Extension of Time to File Appeal: Upon good cause shown, the General Counsel may grant you an extension of time to file the appeal. A request for an extension of time may be filed electronically, by fax, by mail, or by delivery service. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number and follow the detailed instructions. The fax number is (202)273-4283. A request for an extension of time to file an appeal **must be received on or before the original appeal due date**. A request for an extension of time that is mailed or given to the delivery service and is postmarked or delivered to the service before the appeal due date but received after the appeal due date will be rejected as untimely. Unless filed electronically, a copy of any request for extension of time should be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

Terry Morgan
Regional Director

VCL/ld

cc General Counsel
Office of Appeals
Franklin Court Building
National Labor Relations Board
1099 14th Street, NW
Washington, DC 20570

Eric Noyes, Organizing Director
SEIU Healthcare Michigan
2604 Fourth Street
Detroit, MI 48201-2546

Norman Bomar, Business Agent
SEIU Healthcare Michigan
2604 Fourth Street
Detroit, MI 48201-2546

Brenda D. Robinson, Attorney
SEIU Healthcare Michigan
2680 Vulcan Street
Muskegon, MI 49444-2344

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**The Union of Union Staff
(SEIU Healthcare Michigan)**

Case 07-CB-079543

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to members. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at the facility of the Employer where the alleged unfair labor practices occurred, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

- (1) On about December 21, 2011 and March 17, 2012, the Charging Party requested by e-mail a copy of her discharge grievance file from the Charged Party.
- (2) Since about December 21, 2011 to the present, the Charged Party failed and refused to provide the Charging Party with a copy of her discharge grievance file.
- (3). By the above conduct, the Charged Party has breached its duty of fair representation to the Charging Party and to the unit employees it represents.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

| Charged Party | | Charging Party | |
|--|--------|--|--------|
| THE UNION OF UNION STAFF | | SARA VITALE, An Individual | |
| By: Name and Title | Date | By: Name and Title | Date |
| /s/ Norman Bomer, Interim President | 7/2/12 | | |
| Recommended By: | Date | Approved By: | Date |
| /s/ Vicki Claire Lessard VICKI CLAIRE LESSARD Field Examiner | 8/2/12 | /s/ Terry Morgan TERRY MORGAN Regional Director, Region 07 | 8/2/12 |



NOTICE TO EMPLOYEES AND MEMBERS

**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD**

AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse or fail to provide an employee's grievance file to him or her upon request for such information.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL provide the Charging Party with a copy of her discharge grievance file.

THE UNION OF UNION STAFF
(Labor Organization)

Dated: _____

By: _____
(Name) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866) 667-NLRB (6572).

477 Michigan Avenue, Room 300, Patrick V. McNamara Federal Building, Detroit, Michigan 48226
Telephone (313) 226-3200, Hours of Operation 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

Mark D. Carney or (313) 226-3244

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**The Union of Union Staff
(SEIU Healthcare Michigan)**

Case 07-CB-079543

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POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to members. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at the facility of the Employer where the alleged unfair labor practices occurred, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

- (1). On about December 21, 2011 and March 17, 2012, the Charging Party requested by e-mail a copy of her discharge grievance file from the Charged Party.
- (2). Since about December 21, 2011 to the present, the Charged Party failed and refused to provide the Charging Party with a copy of her discharge grievance file.
- (3). By the above conduct, the Charged Party has breached its duty of fair representation to the Charging Party and to the unit employees it represents.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

| Charged Party | | Charging Party | |
|--|--------|--|--------|
| THE UNION OF UNION STAFF | | SARA VITALE, An Individual | |
| By: Name and Title | Date | By: Name and Title | Date |
| /s/ Norman Bomer, Interim President | 7/2/12 | | |
| Recommended By: | Date | Approved By: | Date |
| /s/ Vicki Claire Lessard VICKI CLAIRE LESSARD Field Examiner | 8/2/12 | /s/ Terry Morgan TERRY MORGAN Regional Director, Region 07 | 8/2/12 |



NOTICE TO EMPLOYEES AND MEMBERS

POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse or fail to provide an employee's grievance file to him or her upon request for such information.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL provide the Charging Party with a copy of her discharge grievance file.

THE UNION OF UNION STAFF
(Labor Organization)

Dated: _____

By: _____
(Name) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866) 667-NLRB (6572).

477 Michigan Avenue, Room 300, Patrick V. McNamara Federal Building, Detroit, Michigan 48226
Telephone (313) 226-3200, Hours of Operation 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 MICHIGAN AVE
RM 300
DETROIT, MI 48226-2543

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

August 22, 2012

Norman Bomar Business Agent
SEIU Healthcare Michigan
2604 Fourth Street
Detroit MI 48201-2546

RE: THE UNION OF UNION STAFF
(SEIU HEALTHCARE MICHIGAN)
CASE 07-CB-079543

Dear Mr. Bomar:

Enclosed is a copy of the Settlement Agreement which the Regional Director unilaterally approved in this case on 8/2/12. Because no appeal of that approval was filed, the Settlement Agreement is in effect and has been assigned to me to secure compliance. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 12 copies of the Notice to Employees and Members. In compliance with the Agreement, a responsible official of the Charged Party, not the Charged Party's attorney, must sign and date the Notices before posting them. The Notices should be posted in prominent places around its facility, including all places where the Charged Party normally posts notices to members for 60 consecutive days at the Charged Party's facility in Detroit, Michigan. The Charged Party must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Charged Party's facility to inspect the Notices.

Certification of Posting: A Certification of Posting form is also enclosed. This form should be completed and returned by not later than September 12, 2012 **with four signed and dated original Notices.**

Remedial Actions:

Please read all the terms of the Settlement Agreement and Notice carefully, as you will be expected to comply with all such provisions. If you have any questions or I can assist you, please let me know.

EXHIBIT D

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notices and the Certification of Posting will assist us in closing the case in a timely manner.

Very truly yours,

Jason Knepp
Acting Compliance Officer

JK/sr

Enclosures: Conformed copy of Settlement Agreement
Notices to Employees and Members
Certification of Posting

cc: Sara Vitale
1549 Clark St
Detroit MI 48209-2136

Brenda D Robinson Esq
SEIU Healthcare Michigan
2680 Vulcan St
Muskegon MI 49444-2344



United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2543

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlrb.gov

Sent via Fax and U.S. Mail

October 29, 2012

Norman Bomer
c/o SEIU Healthcare Michigan
2604 Fourth Street
Detroit, MI 48201-2546

Re: THE UNION OF UNION STAFF
(SEIU Healthcare Michigan)
Case 07-CB-079543

Dear Mr. Bomer:

I am advised that The Union of Union Staff (hereinafter, the Charged Union) has not complied with the terms of the Settlement Agreement in the above case, which you executed on behalf of the Charged Union on July 2, 2012. Specifically, I am advised that the Charged Union has failed to submit: (a) four signed and dated Notices to Employees and Members identical to those posted in conspicuous places in and about the Charged Union's facility, including all places where notices to employees and members are customarily posted; (b) probative evidence, including a Certification of Posting, that the above Notices have been posted as well as the date and specific locations of the postings; and, (c) probative evidence that the Charged Union has provided Charging Party Sara Vitale with a copy of her discharge grievance. As a result, I am providing you notice that, in accordance with the terms of the Settlement Agreement, and specifically with respect to the Performance provision set forth therein, a complaint will be issued about November 13, 2012, or shortly thereafter, should the Charged Union continue to fail to take the above-described remedial actions.

In order to avoid issuance of the complaint and the possible filing of a motion for default judgment, please have the Charged Union comply with the provisions of the Settlement Agreement and Notice within 14 days of this letter.

EXHIBIT E

If you have any questions, please call Mark D. Baines, Compliance Officer, at (313) 226-3244.

Very truly yours,

A handwritten signature in black ink, appearing to read "Raymond Kassab". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Raymond Kassab
Acting Regional Director

RK/mdb

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN**

THE UNION OF UNION STAFF

Respondent

and

Case 07-CB-079543

SARA VITALE, an Individual

Charging Party

and

SEIU HEALTHCARE MICHIGAN

Party of Interest/Employer

**COMPLAINT BASED ON BREACH OF
AFFIRMATIVE PROVISIONS OF SETTLEMENT**

Based upon a charge filed by the Charging Party in Case 07-CB-079543 against Respondent, alleging that it violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, on August 2, 2012, a Settlement Agreement and Notice to Employees and Members was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following Complaint is issued:

1. (a). The charge in this proceeding was filed by the Charging Party on April 24, 2012, and a copy was served by regular mail on Respondent on April 25, 2012.

(b). The first amended charge in this proceeding was filed by the Charging Party on June 27, 2012, and a copy was served by regular mail on Respondent on that same date.

2. At all material times, SEIU Healthcare Michigan, herein called the Party of Interest/Employer, a labor organization, has been an unincorporated association with a facility in Detroit, Michigan, where it represents employees in bargaining with employers.

3. During calendar year 2011, a representative period, the Party of Interest/Employer, in conducting its operations described in paragraph 2, collected and received dues and initiation fees in excess of \$50,000, and remitted from its Detroit facility directly to the Service Employees International Union in Washington, D.C., dues and initiation fees in excess of \$50,000.

4. At all material times, Party of Interest/Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act.

Norman Bomer
Latoyia Combs

President/Interim President
Steward

7. At all material times, by the virtue of Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the following employees of the Party of Interest/Employer (the Unit):

All full-time and regular part-time organizers, lead organizers, coordinators, member representatives, member satisfaction representatives, canvassers, home care organizers, paralegals, grievance administrators, research analysts, communications specialists, negotiators, and assistants employed by the Party of Interest/Employer out of its offices located at 2604 Fourth Street,, Detroit, Michigan, 120 N. Washington Square, Lansing, Michigan and 2680 Vulcan Street, Muskegon, Michigan, but excluding all directors, assistant directors, presidential administrative assistants,

information technology staff, liaisons, contingent lost time members, confidential employees, attorneys, member organizers, employees in the existing Office and Professional Employees International Union, AFL-CIO, Local 42 clerical bargaining unit, and guards and supervisors as defined in the Act.

8. At all material times, Respondent and the Party of Interest/Employer have maintained and enforced a collective bargaining agreement covering the terms and conditions of the Unit, including a grievance and arbitration procedure.

9. Since about December 21, 2011, and March 17, 2012, the Charging Party, an employee in the Unit, has requested, by e-mail, that Respondent furnish the Charging Party with a copy of her discharge grievance file.

10. Since about December 21, 2011, and continuing to date, Respondent has failed and refused to provide the Charging Party with a copy of her discharge grievance file.

11. By engaging in the conduct described in paragraph 10, Respondent, in connection with its representative status as described in paragraph 7, has breached its duty of fair representation owed to the Charging Party and the employees in the Unit.

12. By the conduct described in paragraph 10, Respondent has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act.

13. The unfair labor practice of Respondent described above affects commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from engaging in the conduct described above in paragraph 10, or in any like or related manner restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action:

(a). Promptly provide the Charging Party with a copy of her discharge grievance file.

(b). Post appropriate notices, and provide signed copies of the notice for posting by the Party of Interest/Employer, if it is willing to do so.

The Acting General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practice herein alleged.

Dated at Detroit, Michigan, this 30th day of November, 2012.

(SEAL)

/s/ Terry Morgan

Terry Morgan, Regional Director
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226-2543

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**The Union of Union Staff
(SEIU Healthcare Michigan)**

Case 07-CB-079543

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to members. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at the facility of the Employer where the alleged unfair labor practices occurred, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

- (1). On about December 21, 2011 and March 17, 2012, the Charging Party requested by e-mail a copy of her discharge grievance file from the Charged Party.
- (2). Since about December 21, 2011 to the present, the Charged Party failed and refused to provide the Charging Party with a copy of her discharge grievance file.
- (3). By the above conduct, the Charged Party has breached its duty of fair representation to the Charging Party and to the unit employees it represents.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeal Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

| Charged Party | | Charging Party | |
|--|--------|--|--------|
| THE UNION OF UNION STAFF | | SARA VITALE, An Individual | |
| By: Name and Title | Date | By: Name and Title | Date |
| /s/ Norman Bomer, Interim President | 7/2/12 | | |
| Recommended By: | Date | Approved By: | Date |
| /s/ Vicki Claire Lessard VICKI CLAIRE LESSARD Field Examiner | 8/2/12 | /s/ Terry Morgan TERRY MORGAN Regional Director, Region 07 | 8/2/12 |



NOTICE TO EMPLOYEES AND MEMBERS

**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD**

AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse or fail to provide an employee's grievance file to him or her upon request for such information.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL provide the Charging Party with a copy of her discharge grievance file.

THE UNION OF UNION STATE

(Labor Organization)

Dated: _____

By: _____
(Name) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866) 667-NLRB (6572).

477 Michigan Avenue, Room 300, Patrick V. McNamara Federal Building, Detroit, Michigan 48226
Telephone (313) 226-3200, Hours of Operation 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER,

Mark D. Barnes at (313) 226-3244

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

THE UNION OF UNION STAFF
Respondent

and

SARA VITALE, an Individual
Charging Party

and

SEIU HEALTHCARE MICHIGAN
Party of Interest/Employer

CASE 07-CB-079543

Date of Mailing: 11/30/2012

CERTIFICATE OF SERVICE OF: COMPLAINT BASED ON BREACH OF AFFIRMATIVE PROVISIONS OF SETTLEMENT

I, the undersigned employee of the National Labor Relations Board, certify that on the date indicated above I caused the above-entitled document to be served by **CERTIFIED MAIL** by placing copies into the U.S. Mail, postage paid, addressed to the following persons at the following addresses:

CERTIFIED MAIL(green card)

Norman Bomar, Business Agent
SEIU Healthcare Michigan
2604 Fourth Street
Detroit, MI 48201-2546

7004 2510 0001 3346 8297

CERTIFIED MAIL (no green card)

Sara Vitale
1549 Clark Street
Detroit, MI 48209-2136

7004 2510 0001 3346 8303

REGULAR MAIL

Eric Noyes, Organizing Director
SEIU Healthcare Michigan
2604 Fourth Street
Detroit, MI 48201-2546

SERVICES CONTINUED ON NEXT PAGE

Brenda D. Robinson, Esq.
SEIU Healthcare Michigan
2680 Vulcan Street
Muskegon, MI 49444-2344

/s/ Sheila M. Matlock, Office Automation Assistant

(Print Name and Title)

/s/ Sheila M. Matlock 11-30-2012

(Signature) (Date)

VCL/smm